



Bid Number 50-00117022

**SALE OF SURPLUS IMMOVABLE JEFFERSON PARISH PROPERTY
ALLEYWAY BETWEEN LOT 13, SQUARE A AND LOT 22 SQUARE B,
LABARRE PLACE SUBDIVISION**

BID DUE DATE, TIME: AUGUST 2, 2016, AT 2:00 P.M.

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Daphne Nelson
Buyer Email: DNelson@jeffparish.net
Buyer Phone: (504) 364-2650**

Advertisement for Bids

SEALED BIDS will be received until the hour of **2:00 p.m., August 2, 2016** local time and publicly opened upon completion of administrative tasks, on in the Purchasing Department, 200 Derbigny Street, Suite 4400, Jefferson Parish General Government Building, Gretna, LA, to furnish Jefferson Parish with:

PROPOSAL NO. 50-00117022 – SALE OF SURPLUS IMMOVABLE JEFFERSON PARISH PROPERTY

The Parish of Jefferson, State of Louisiana, hereby advertises for the submission of offers to purchase an approximately 1,490 square foot tract of land with dimensions of 15' x 99.31'/99.33', designated as a 15' alleyway between Lot 13, Square A and Lot 22, Square B, Labarre Place Subdivision, zoned R1A, for a starting minimum bid of \$5,600.00. Bid Applications can be obtained through the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053.

As per specifications on file gratis:
Jefferson Parish Purchasing Department
200 Derbigny Street
Suite 4400 Jefferson Parish General Government Building
Gretna, Louisiana 70053
(504) 364-2678

Bids may also be viewed online at: <http://purchasing.jeffparish.net>

Each bid must be accompanied by a 10% deposit in the form of a cashier's check, or certified check.

The Jefferson Parish Council reserves the right to accept or reject any and all bids, in whole or part, for just cause pursuant to the law.

Brenda J. Campos
Director
Purchasing Department

Jenifer Lotz
Chief Buyer
Purchasing Department

ADV: The New Orleans Advocate: June 29, 2016
The Times Picayune: July 6 and July 13, 2016

**INVITATION TO BID
THIS IS NOT AN ORDER**

JEFFERSON PARISH PURCHASING DEPARTMENT
JEFFERSON PARISH GENERAL GOVERNMENT BUILDING
200 DERBIGNY ST., SUITE 4400
GRETN, LA 70053
(504) 364-2678

Bids will be received, in the Jefferson Parish Purchasing Department until the hour of 2:00 p.m., local time and then publicly opened on August 2, 2016 in the Purchasing Department.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES WILL DEEM THE BID TO BE REJECTED.

AS A 10% DEPOSIT IS DUE WITH BID SUBMISSION, ALL RESPONSES MUST BE SUBMITTED MANUALLY

BID FOR SURPLUS IMMOVABLE PROPERTY

Legal Description: All that certain lot, tract or parcel of real estate designated as a **15' alleyway between Lot 13, Square A and Lot 22, Square B, Labarre Place Subdivision, Jefferson Parish.**

Minimum Bid: \$ **5,600.00**

Bid Amount: \$ _____

Deposit Amount (10% of Bid Amount) \$ _____

(Deposit must be either an original cashier's check or an original certified check.)

The bidder hereby acknowledges that this bid may be rejected by the Parish of Jefferson if any of the following are not executed or provided by bidder:

- 1) Purchase and Sale Agreement identified as FORM JP-1; bidder to sign on Page 3, under line identified as "Buyer" and purchase price to be inserted in spaces in Paragraph 2, Page 1. Discrepancy between purchase price in Paragraph 2 and bid amount hereinabove shall disqualify this bid.
- 2) Deposit as specified in Sales/Purchase Agreement, Paragraph 4, Page 1, must be enclosed with bid or bid will be rejected.

Signature

Title

Print or Type Name

Address

Telephone

City, State & Zip Code

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Sealed bids will be received in the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053, until the date and hour specified on Page 1 of this bid proposal, at which time they will be publicly opened. **LATE BIDS WILL NOT BE ACCEPTED.**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference.

JEFFERSON PARISH reserves the right to reject any and all bids in whole or in part to waive any and all formalities in the best interest of JEFFERSON PARISH.

ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES WILL DEEM THE BID AS REJECTED.

JEFFERSON PARISH PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016, by and among _____ (hereinafter called "Buyer") and **PARISH OF JEFFERSON**, pursuant to authority of Ordinance 25163, adopted June 8th, 2016, a copy of which is attached hereto (hereinafter called "Seller").

W I T N E S S E T H:

1) Agreement to Sell and Purchase. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this agreement, all that certain lot, tract or parcel of real estate designated as a **15' alleyway between Lot 13, Square A and Lot 22, Square B, Labarre Place Subdivision, Jefferson Parish, with a land area of approximately 1,490 square feet**, as per a drawing by the Jefferson Parish Department of Engineering dated April 7, 2016, together with all plants, shrubs and trees located thereon, and together with all rights, ways, servitudes, and prescriptions appurtenant thereto (hereinafter collectively called the "Property").

2) Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price", shall be (\$_____).

The Purchase Price shall be payable in cash on the Closing Date (hereinafter defined). Pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(4), no offer to purchase will be considered that does not equal or exceed the sum of **FIVE THOUSAND SIX HUNDRED and ⁰⁰/₁₀₀ DOLLARS (\$5,600.00)**, hereinafter called the "Minimum Price", as established in the report of the appraiser commissioned by Seller to evaluate said Property.

3) Acceptance of Agreement. This sale will be made by solicitation of sealed bids with the Property sold to the highest bidder, provided that such bid equals or exceeds the Minimum Price established for this sale. Buyer must comply with Code of Ordinances, Jefferson Parish, Louisiana § 2-955 by resubdividing the Property with Buyer's adjacent property to form a legal lot of record. This offer is subject to the final approval of the Jefferson Parish Council and becomes a binding obligation upon the signature of an appointed representative of the Jefferson Parish Council duly authorized by an Ordinance adopted pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(5). The Jefferson Parish Council reserves the right to reject any and all bids at its discretion.

4) Deposit. Pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(4), all offers to purchase must be accompanied by a ten (10) percent down payment, which shall be either an original cashier's check or an original certified check, made payable to "Parish of Jefferson Department of Finance" which sum is herein called the "Deposit". The Deposit shall be applied, exclusive of interest, against the sale price of the Property at the Closing of the Sale and purchase of the Property (the "Closing"), or refunded to Buyer if this Agreement is not accepted by the Jefferson Parish Council or refunded as provided for herein.

5) Closing. The Closing is to be held before a Notary public selected by the Seller on a date (hereinafter called the "Closing Date") no later than sixty (60) days from the date of Acceptance of the Agreement, as defined above; provided, however, that if bona fide curative work in connection with the title is required, Buyer agrees to and does extend the time for holding the Closing for an additional period of thirty (30) days.

6) Title. (a) Buyer hereby agrees to acquire the Property without any warranty of title to or the use of the Property whatsoever and without any recourse against Seller for the return of any part of the purchase price, but with full subrogation rights against preceding owners, subject to all zoning restrictions, all servitudes and rights-of-ways.

(b) Prior to the Closing, Buyer shall have the right to review title to the Property and if there is any matter of record other than the Permitted Exceptions, and Seller can not cure such matters, such inability may, at Buyer's option, render this Agreement null and void and Buyer shall be entitled to return of the Deposit, and the parties shall have no further liability to one another.

7) Access and Physical Inspection. (a) The purchase of the Property shall be without reliance on any representations of or warranties by Seller as to the condition or fitness thereof, and shall be based solely on Buyer's knowledge of the condition and fitness thereof. Buyer acknowledges that it has heretofore conducted a thorough physical inspection of the Property. Inspections shall be scheduled by the Parish Attorney's Office and this information will be provided by calling (504)731-4503.

(b) Between the date of this agreement and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, soil tests, and other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer on the Property shall not materially damage the Property; and provided further, however, that Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses suffered, incurred or sustained by Seller as a result of the entry by Buyer or Buyer's agents or designees onto the Property.

(c) Seller has not made and shall make no representations or warranty concerning the condition, or the suitability for any purpose, of the Property including any and all improvements thereon and the act of sale shall include the following or something similar:

Buyer has inspected the title to and condition of the Property and is completely aware of and satisfied with its current title and condition. This sale, transfer and conveyance is made "as is-where is" without any warranty, guaranty, or representations by Seller as to the title to or condition of the Property, but with full subrogation to the Seller and its successors and assigns with respect to any rights or causes of action against any former owners or occupants of the Property. Seller hereby expressly disclaims and the Buyer hereby expressly waives any and all warranties whatsoever, either oral or written, expressed or implied, made by Seller or any other person or entity or implied by law with respect to the Property, with the warranties waived herein including, without limitation, any and all warranties of title or peaceable possession or as to zoning or restrictions affecting the Property, any and all warranties as to the condition of the Property or any of its components or parts or contents or any buildings, improvements, fixtures, or equipment forming a part thereof, any and all warranties with respect to the fitness or suitability of the Property for the Buyer's business or any other particular or general use or purpose, the status or permitted uses of such Property under local, state or federal land use laws, the ownership of any mineral rights, the existence of any mineral or executive rights, or concerning whether the Property constitutes a "wetland" or protected habitat under local, state or federal laws pertaining to endangered species, wetlands protection, human health or the environment, or any and all warranties with respect to the existence or absence of any asbestos and/or any other hazardous materials (as defined below) in, on or under the Property, any and all warranties that the Property complies with any laws, and any and all warranties under La. Civ. Code art. 2475, and La. Civ. Code arts. 2477 through 2548 or any other provision of law. The Buyer expressly acknowledges the foregoing and waives any and all rights or causes of action that the Buyer has or may have to rescind or resolve this transfer or to demand a reduction in purchase price based upon the existence of any redhibitory or other vices, defects, or other deficiencies in the Property or any improvements, fixtures, or equipment forming a part thereof, based upon the unsuitability of the Property or any of its components or parts for the Buyer's intended use or any other use, based upon any eviction of the Buyer, in whole or in part, or based upon any other claimed breach of warranty or other matter whatsoever, this transfer being otherwise entirely at the Buyer's sole peril and risk. The Buyer acknowledges and agrees that the foregoing disclaimers and waiver of warranties have been fully explained to the Buyer and that the Buyer understands the same. The Buyer and Seller jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this transaction and the same would not otherwise have been entered into or consummated without them. For purposes of this Act of Cash Sale, "hazardous materials" means any substance or substances: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or law; or (ii) which is or becomes defined as a "hazardous waste," hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); and/or the Louisiana Environmental Quality Act (La. R.S. §§ 30:2001 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Louisiana or any political subdivision thereof.

8) Cost of Closing. Buyer shall pay all stamp and other taxes payable on the transfer of the Property, all recording costs, the costs of the premium for any owner's policy of title insurance issued in favor of Buyer insuring Buyer's title to the Property. Seller shall pay Seller's attorney fees. Buyer shall pay Buyer's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

9) Possession at Closing. Seller shall surrender possession of the Property to Buyer on the Closing Date.

10) Default. (a) If Seller fails to perform any of its obligations hereunder within the time stipulated herein, Buyer's exclusive remedy shall be to demand the return of the Deposit. Additionally, Buyer shall be entitled to recover the amount paid to Buyer's title insurance company as a cancellation charge limited to the title company's out-of-pocket costs.

(b) If Buyer fails to perform its obligations hereunder, within the time stipulated herein, Seller's exclusive remedy shall be to declare the deposit ipso facto forfeited, and Seller shall have the right to retain all of the interest earned thereon, without formality beyond tender of title to Buyer.

(c) In the event that there is litigation between Buyer and Seller regarding the exercise of the aforesaid remedies, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection therewith.

11) Further Assurances; Survival. At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further

acts, affidavits, instruments, certificates, and documents, as Buyer, Buyer's counsel or buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title, and interest in and to the Property to the full extent contemplated in this agreement.

12) Applicable Law. This agreement shall be governed by, construed under the interpreted and enforced in accordance with the laws of the State of Louisiana.

13) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14) Time. Time is and shall be of the essence of this agreement. This offer shall be valid for a reasonable amount of time for the Jefferson Parish Attorney's Office to submit said offer to the Jefferson Parish Council ("Council") and for the Council's approval of said offer.

15) Captions. The captions and headings used in this agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this agreement.

16) Notices. All notices, requests, demands, tenders, and other communications under this agreement shall be in writing. Any such notice, request, demand, tender or other communication shall be deemed to have been duly given when actually delivered, when delivered to a nationally recognized commercial courier for next day delivery, or when deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below. Any party, by written notice to the others in the manner herein provided, may designate an address different from that stated below.

1) To Buyer:

2) To Seller:

Cynthia Lee-Sheng
Chairwoman of the Jefferson Parish Council
Joseph S. Yenni Building
1221 Elmwood Park Boulevard
Jefferson, Louisiana 70123

SELLER:

BUYER:

PARISH OF JEFFERSON

BY: _____

**CYNTHIA LEE-SHENG
COUNCIL CHAIRWOMAN
DULY AUTHORIZED BY
ORDINANCE NO. 25163**

BY: _____

DATE: _____

DATE: _____

On motion of Mr. Johnston, seconded by Ms. Lee-Sheng, the following ordinance was offered:

SUMMARY NO. 24505 ORDINANCE NO. 25163

An ordinance declaring a 15' alleyway between Lot 13, Square A and Lot 22, Square B, Labarre Place Subdivision, no longer needed for public purposes, and authorizing the advertisement for the revocation and sale of this property pursuant to the provisions of the Jefferson Parish Code of Ordinances, Section 2-951, *et seq.*, and to provide for other related matters. (Council District 2)

WHEREAS, the Land Use Review Technical Committee has no objection to the revocation and sale of that portion of a 15' alleyway between Lot 13, Square A and Lot 22, Square B, Labarre Place Subdivision, as per a drawing by the Jefferson Parish Department of Engineering dated April 7, 2016; and

WHEREAS, said portion of said alleyway has become a neighborhood nuisance; and

WHEREAS, the Parish would like to sell this property pursuant to the provisions of the Jefferson Parish Code of Ordinances Section 2-951, *et seq.*; and

WHEREAS, the minimum allowed bid is set at \$5,600.00, which represents the current fair market value as determined by Wayne Sandoz & Associates, Inc.; and

WHEREAS, the subject property has a land area of approximately 1,490 square feet with dimensions of 15' x 99.31'/99.33' or approximately \$3.76 per square foot; and

WHEREAS, Jefferson Parish would like to sell this property pursuant to Jefferson Parish Code of Ordinances Section 2-951, *et seq.*, to the highest bidder via public bid, as long as said bid equals at least \$5,600.00.

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That the portion of a 15' alleyway between Lot 13, Square A and Lot 22, Square B, Labarre Place Subdivision, as per a drawing by the Jefferson Parish Department of Engineering dated April 7, 2016, is declared to be no longer needed for public purposes, and that Jefferson Parish is authorized to revoke and sell said property through the public bid process, is hereby authorized.

SECTION 2. That the advertisement and the sale of said property, pursuant to the provisions of the Jefferson Parish Code of Ordinances, Section 2-951, *et seq.*, to the highest bidder, as long as the minimum bid reaches the sum of \$5,600.00, is hereby authorized.

SECTION 3. That the successful bidder must be able to resubdivide said portion of said alleyway with said bidder's present property to form a legal lot of record, per Section 2-955 of the Jefferson Parish Code of Ordinances, with this resubdivision occurring in a timely manner, is hereby authorized.

SECTION 4. That the proceeds received from this sale shall be deposited into Budget Account No. 22200-0000-5851 (sale of fixed assets for Department of Streets) is hereby authorized.


SECTION 5. That the Council Chairwoman, or in her absence the Vice-Chairman, is authorized to sign any and all documents required to carry out the provisions of this ordinance.

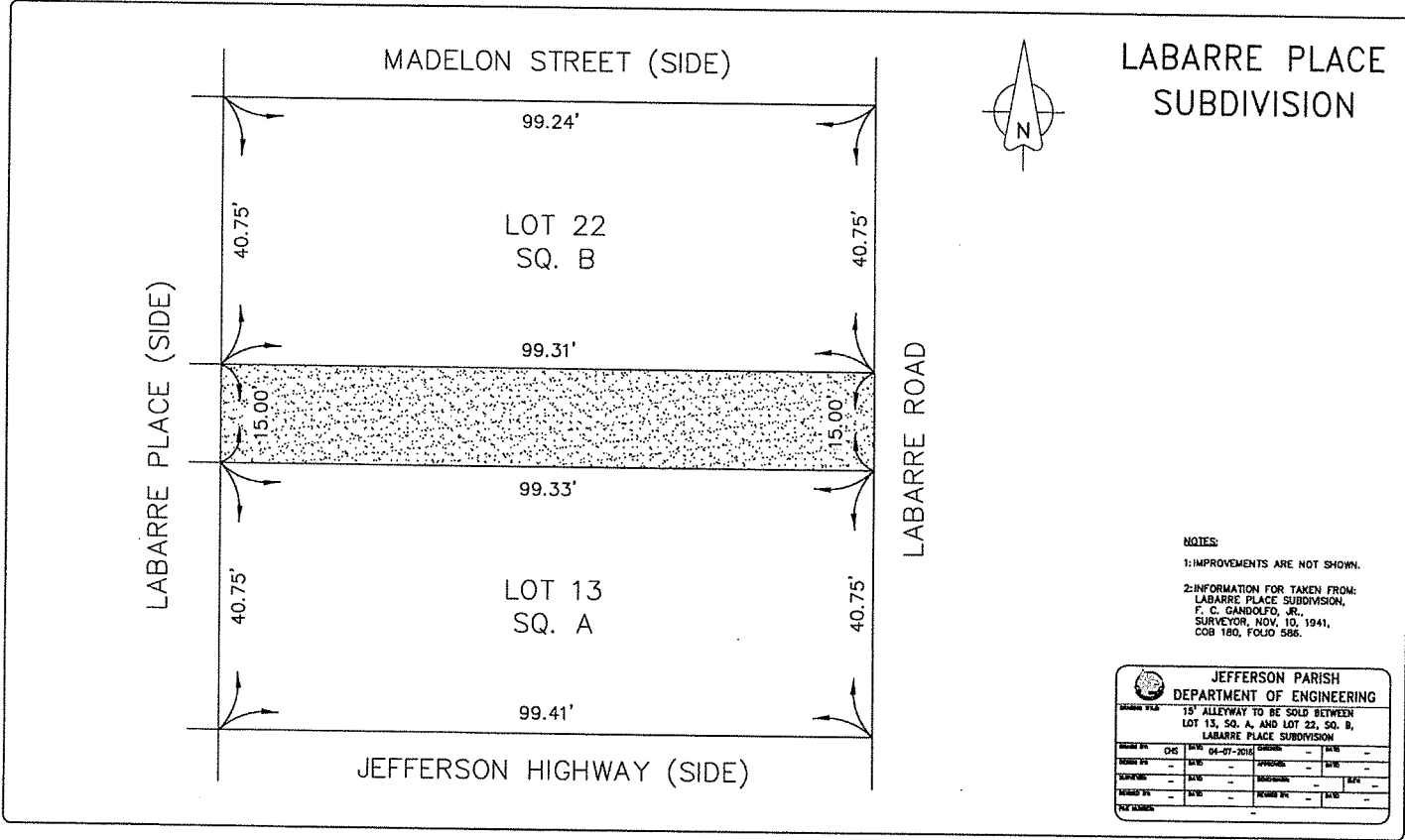
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on the 8th day of June, 2016, and shall become effective as follows, if signed forthwith by the Parish President, ten (10) days after adoption, thereafter, upon signature by the Parish President or, if not signed by the Parish President, upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL



50-00117022
ALLEYWAY BETWEEN LOT 13, SQUARE A & LOT 22 SQUARE B,
LABARRE PLAC SUBDIVISION